



CONDUCT RULES

Prescribed in terms of Section 10(2)(b) of the Sectional Titles Schemes Management Act, 2011 (Act No. 8 of 2011).

1 Keeping of animals, reptiles and birds

- 1.1 The owner or occupier of a Section must not, without the trustees' written consent, which must not be unreasonably withheld, keep an animal, reptile or bird in a Section or on the common property.
- 1.2 An owner or occupier suffering from a disability and who reasonably requires a guide, hearing or assistance dog must be considered to have the trustees' consent to keep that animal in a Section and to accompany it on the common property.
- 1.3 The trustees may provide for any reasonable condition in regard to the keeping of an animal, reptile or bird in a Section or on the common property.
- 1.4 The trustees may withdraw any consent if the owner or occupier of a Section breaches any condition imposed in terms of sub-rule 1.3.

2 Refuse and waste disposal

- 2.1 The owner or occupier of a Section must not leave refuse or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by another owner or occupier.
- 2.2 Unless the body corporate provides some other way to dispose of refuse, the owner or occupier of a Section must keep a receptacle for refuse of a type specified by the trustees in a clean and dry condition and adequately covered in the Section, or on a part of the common property designated by the trustees for the purpose.
- 2.3 The owner or occupier of a Section must-
 - (1) move the refuse receptacle referred to in sub-rule 2.2 to places designated by the trustees for collection purposes at the times designated by the trustees and promptly retrieve it from these places; and
 - (2) ensure that the owner or occupier does not, in disposing of refuse, adversely affect the health, hygiene or comfort of the owners or occupiers of other Sections.

3 Vehicles

- 3.1 The owner or occupier of a Section must not, except in a case of emergency, without the written consent of the trustees, park a vehicle, allow a vehicle to stand or permit a visitor to park or stand a vehicle on any part of the common property other than a parking bay allocated to that Section or a parking bay allocated for visitors' parking.

3.2 A consent under sub-rule 3.1 must state the period for which it is given.

4 Damage to common property

4.1 The owner or occupier of a Section must not, without the trustees' written consent, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.

4.2 An owner or occupier of a Section must be considered to have the trustees' consent to install a locking or safety device to protect the Section against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with a design, colour, style and materials approved in writing by the trustees.

4.3 The owner or occupier of a Section must keep a device installed under sub-rule 4.2 in good order and repair.

5 Appearance of Section and exclusive use area

5.1 The owner or occupier of a Section must not, without the trustees' written consent, make a change to the external appearance of the Section or any exclusive use area allocated to it unless the change is minor and does not detract from the appearance of the Section or the common property.

5.2 The owner or occupier of a Section must not, without the trustees' written consent-

- (1) erect washing lines on the common property;
- (2) hang washing, laundry or other items in a Section or any exclusive use area allocated to it if the articles are visible from another Section or the common property, or from outside the scheme; or
- (3) display a sign, notice, billboard or advertisement if the article is visible from another Section or the common property, or from outside the scheme.

6 Storage of flammable materials

6.1 Subject to sub-rule 6.2, the owner or occupier of a Section must not, without the trustees' written consent, store a flammable substance in a Section or on the common property unless the substance is used or intended for use for domestic purposes.

6.2 This rule does not apply to the storage of fuel or gas in-

- (1) the fuel tank of a vehicle, boat, generator or engine; or
- (2) a fuel tank or gas cylinder kept for domestic purposes.

7 Behaviour of occupiers and visitors in Sections and on common property

7.1 The owner or occupier of a Section must not create noise likely to interfere with the peaceful enjoyment of another Section or another person's peaceful enjoyment of the common property.

7.2 The owner or occupier of a Section must not obstruct the lawful use of the common property by any other person.

7.3 The owner or occupier of a Section must take reasonable steps to ensure that the owner or occupier's visitors do not behave in a way likely to interfere with the peaceful enjoyment of another Section or another person's peaceful enjoyment of the common property.

7.4 The owner or occupier of a Section is obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any other grant of rights of occupancy.

8 Eradication of pests

8.1 The owner of a Section must keep the Section free of wood-destroying insects, including white ants and borer beetles.

8.2 The owner or occupier of a Section must allow the trustees, the managing agent, or their duly authorised representatives to enter the Section on reasonable notice to inspect it and take any action reasonably necessary to eradicate any such pests and replace damaged woodwork and other materials.

8.3 The body corporate must recover the costs of the inspection and replacement referred to in sub-rule 8.2 from the owner of the Section.

Additions to the Conduct Rules imposed in accordance with Section 10 (2)(b) of the Sectional Titles Schemes Management Act, 2011

THE FOLLOWING RULES ARE ADDED TO THE PRESCRIBED CONDUCT RULES :-

12 Alterations and renovations to a unit

12.1 An owner or occupier shall comply with these rules and regulations in relation to alterations or renovations which shall comply with any design guidelines imposed by the Trustees and / or the Burgundy Estate Master Home Owners Association ("BEMHOA").

12.2 "Alterations" shall mean any work involving structural alterations or additions to a unit and shall include any alterations or modifications which affect the exterior appearance of a unit.

12.3 "Renovations" shall mean any internal redecoration or refurbishment of a unit.

12.4 The Trustees may determine whether the proposed work shall constitute alterations or renovations.

12.5 An owner or occupier shall obtain the prior written approval for alterations or renovations from the Trustees and, when making application for approval must submit the following documents to the Trustees:

12.5.1 application with a sketch plan of the proposed alterations;

12.5.2 building plans approved by the local authority, or evidence to the satisfaction of the Trustees that council approval is not required;

12.6 The Trustees may at the cost of the owner or occupier obtain advice from an architect (or other professional person) in respect of the proposal made by the owner.

12.7 An owner or occupier shall submit building plans for additions to a unit to the BEMHOA and the design review committee of the BEMHOA for approval.

12.8 An owner or occupier may not proceed with an alteration or renovation prior to having obtained written approval by the Trustees and the payment of a deposit of such an amount as may be determined by the Trustees from time to time.

12.9 An owner or occupier shall be liable for the payment of all costs of repairing or restoring any damage caused to the common property as a result of the carrying out of any alterations or renovations.

12.10 An owner or occupier shall instruct the appointed Contractor to remove all rubble and material from the common property at the end of each business day, failing which the Trustees shall be entitled to do so at the owner's expense.

12.11 No alterations or renovations shall be carried out outside normal business hours of 07h30 to 17h30 from Mondays to Fridays.

13 Balconies, terraces, store rooms and gardens

13.1 The owners upon whom the rights of exclusive use and enjoyment in respect of balconies and / or terraces and / or gardens have been conferred shall not be entitled to erect awnings, pergolas or other structures without the prior written consent of the Trustees of the body corporate after having satisfied themselves that the relevant provisions of the design guidelines which may be imposed by the Trustees and / or BEMHOA have been complied with nor shall they be entitled to enclose such balconies, terraces or gardens without having complied with the provisions of the Act.

14 Parking bays and garages, motor vehicles, use of driveways and parking areas

14.1 An owner or occupier shall not wash a motor vehicle or any other vehicle in parking bays or garages.

14.2 An owner or occupier shall:

15.1.1 observe road signs on the common property;

15.1.2 not drive their vehicles within the common property in any manner which creates a nuisance or is considered by the Trustees of the body corporate not to be in the interest of safety;

15.1.3 not allow any unlicensed person to drive any vehicle within the common property;

15.1.4 not sound hooters within the common property other than in the case of an emergency; and

15.1.5 ensure that his or her visitors and guests also comply with the above rules.

14.3 Vehicles that appear not to be roadworthy may not be parked on the common property other than for such short periods as may be approved by the Trustees, and with their prior written consent.

14.4 The Trustees may clamp any vehicle parked, standing or abandoned on the common property in contravention of these rules and require the owner thereof to pay a fine to the body corporate and to take the relevant corrective action before removing such clamp.

14.5 Vehicles are parked at the owners or occupiers own risk and the body corporate shall not be responsible for any loss or damage which an owner or occupier may suffer.

14.6 An owner or occupier may not without the written consent of the Trustees which consent may not be unreasonably withheld, let or sub-let the parking bay to other owners or occupiers within the Burgundy Estate development or in any other manner dispose of such parking bay or his rights therein.

15 Security

15.1 Access to and egress from the development shall be controlled and monitored through access controlled security systems which may include remote controls and an intercom system.

15.2 The Trustees may from time to time make rules in regard to the access control security systems including the management and use thereof and the recovery of costs of the systems from the owners.

16 **Braai facilities**

16.1 An owner or occupier of a unit may braai on a balcony or terrace if such unit has a built in braai.

16.2 Owners or occupiers of units on floors who do not have a built in braai may not braai on a balcony or terrace unless a smokeless gas braai is used.

17 **M-net / satellite tv**

An owner or occupier shall be allowed to install the required decoder equipment in their section to connect to the selected service provider via the service provider of the developer, the subscription costs of which shall be for the account of the owner / occupier.

18 **Window cleaning**

An owner or occupier shall be obliged to clean their own windows where these can be reached without the use of a ladder.

19 **Curtains and blinds**

An owner or occupier may only hang curtains or blinds with a neutral coloured lining behind the curtain or neutral coloured venetian blinds.

20 **Common property**

An owner or occupier may not remove any shrub, tree or plant from the common property without the prior written approval of the Trustees.

21 **Noise**

An owner or occupier shall not make any noise between the following times :-

21.1 Sunday to Thursday nights : 22h00 to 06h00; and

21.2 Friday to Saturday nights : 23h00 to 07h00.

22 **Drilling**

An owner or occupier may not drill into any concrete slab of any section or any other part of the building and/or common property due to the pre-determined reinforcement of such concrete slabs without a structural engineers report obtained at the owners cost confirming that the drilling interferes with the structural reinforcement.

23 **Behaviour of owners, occupiers and guests**

23.1 All owners and occupiers shall ensure that the use of the section and of the common property and its facilities is at all times conducted in such a manner as not to:

24.1.1 cause a nuisance, disturbance or inconvenience or annoyance to any other owner or occupier, particularly in the form of loud music, radio or TV or irritable audible noisome sound.

24.1.2 detrimentally affect the rights and interests of other owners or occupiers.

23.2 An owner or occupier shall be responsible for the behaviour of their children and guests and shall be liable for any damage caused by them. Any damage caused by such children or guests shall be repaired at the cost of the owner or occupier concerned, within 14 days of notice by the Trustees, to the satisfaction of the Trustees.

24 **Tenants**

- 24.1 Notwithstanding anything to the contrary contained in any lease agreement, the owner of a unit shall, as far as the Trustees is concerned, be liable for:
- 25.1.1 all electricity and water charges in respect of a Unit;
 - 25.1.2 all fines imposed by the Trustees in terms of these rules on the owner and occupier of a unit;
- 24.2 An administrative fee, as determined by the Trustees from time to time, shall be charged to the Owner of a Unit by the Trustees or the managing agent for :-
- 25.2.1 separate or additional statements to be sent to an Occupier/Tenant or other party in respect of any charges imposed by the Trustees; and / or
 - 25.2.2 statements for income tax purposes.
- 24.3 Within 24 hours of entering into a lease agreement, or accepting a tenant in terms of a short term letting arrangement, in respect of a Unit, the Owner shall notify the Trustees and/or the Managing Agents of the Body Corporate of:
- 25.2.1 the full names, address and telephone number of the Tenant and other Occupiers of the unit;
 - 25.2.2 the duration of the lease or short term let;
 - 25.2.3 the number of persons who will occupy the unit.
- 24.4 A complete copy of the Conduct Rules must accompany the agreement of lease and/or tenancy. A right of recourse against the Owner is reserved in the event of the Tenant and/or Occupier fails and/or refuses to comply with the rules. An Owner shall remain responsible for the conduct of his Tenant and/or Occupier and penalties imposed on them in terms of the Conduct Rules, may be recovered from the Owner, if not paid accordingly.
- 25 **Exclusive use areas**
- 25.1 The owner of a unit shall, in terms of section 27(A) of the Act be entitled to the exclusive use and enjoyment of such parts of the common property as indicated on the list and layout plan, (to be attached hereto prior to the establishment of the body corporate provided that the developer shall be entitled, without the necessity of obtaining a resolution from the body corporate, to file amendments to the allocations made in terms hereof on the exercise by the developer of its right of extension in respect of each phase of the development and to be marked **annexure "A"**), which plan indicates the exclusive use and enjoyment parts and includes a schedule indicating to which owner each such part is allocated.
- 25.2 An owner who is entitled to the use of an exclusive use area shall be obliged to maintain such exclusive use area to the satisfaction of the Body corporate, failing which the Body corporate shall be entitled to recover the cost of the maintenance of any such exclusive use area/s from the owner.
- 26 **General**
- 26.1 The Board of Trustees or its agents shall not be liable for :-
- 28.1.1 any injury or loss or damage of any description which any owner or occupier of a section / erf or any member of his family, his employee or servant or his relative, friend, acquaintance, visitor, invitee or guest may sustain, physically or to his or their property, directly or indirectly, in or about the common property or in the individual section by reason of any defect in the communal area, its amenities or for any act done or for any neglect on the part of the Trustees of any of the Trustees employees, servants, agents or contractors; or

- 28.1.2 for the receipt or the non-receipt and delivery or non-delivery of goods, postal matter or any other property.
- 26.2 An owner or occupier shall not use or permit his section to be used for any purpose which is injurious to the reputation of the scheme.
- 26.3 All complaints, violation of these rules, or any other cause of concern must be in written form addressed to the Trustees or the Managing Agent of the Body Corporate.

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Annexure A: Allocation of exclusive use areas in terms of section 10(7)

Unit No	Parking No	Garden No	Driveway No
101	8		
102	10		
103		GD 103	D 103
104		GD 104	D 104
105		GD 105	D 105
106		GD 106	D 106
107		GD 107	D 107
108		GD 108	D 108
109		GD 109	D 109
110		GD 110	D 110
111		GD 111	D 111
112		GD 112	D 112
113		GD 113	D 113
114		GD 114	D 114
115		GD 115	D 115
116		GD 116	D 116
117		GD 117	D 117
118		GD 118	D 118
119	55		
120	54		
121	53		
122	63		
123	65		
124	79		
125	81		
126	80		
127	82		
128	83		
129	85		
130	67		
131	68		
132	69		
133	113		
134	111		
135	109		
136	142		
137	143		
138	144		
139	145		
140	128		
141	130		
142	136		

143	138		
144	140		
145	153		
146	154		
147	156		
148	155		
149	141		
150	169		
151	171		
152	198		
153	210		
154	197		
155	212		
156	214		
157	221		
158	223		
159	225		
160	227		
161	243		
162	244		
163	226		
164	228		
165	230		
166	215		
167	222		
168	224		
169	139		
170	170		
171	172		
172	174		
173	133		
174	134		
175	135		
176	137		
201	11		
202	12		
219	48		
220	49		
221	50		
222	59		
223	61		
224	78		
225	76		
226	74		
227	88		
228	86		
229	84		

230	101		
231	99		
232	98		
233	107		
234	112		
235	110		
236	117		
237	119		
238	120		
239	122		
240	124		
241	126		
242	149		
243	150		
244	151		
245	152		
246	158		
247	160		
248	163		
249	168		
250	167		
251	165		
252	196		
253	195		
254	194		
255	193		
256	192		
257	229		
258	231		
259	233		
260	235		
261	250		
262	252		
263	232		
264	234		
265	236		
266	213		
267	211		
268	209		
269	176		
270	178		
271	180		
272	201		
273	132		
274	131		
275	129		
276	127		

301	7		
302	9		
319	52		
320	51		
322	56		
323	57		
325	72		
326	70		
327	90		
328	92		
330	97		
331	96		
333	106		
334	108		
337	114		
338	115		
339	116		
340	118		
343	146		
344	147		
345	148		
346	162		
347	164		
348	157		
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350	161		
353	216		
354	218		
355	219		
356	220		
357	237		
358	239		
359	241		
361	246		
362	248		
364	240		
365	238		
366	207		
367	205		
370	204		
371	203		
372	202		
373	121		
374	123		
375	125		